

ENVER W. PAINTER, JR.  
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**RETAINER AGREEMENT AND AUTHORIZATION**

This Agreement, made by and between CAROL J. NELSON and MICHAEL CETRARO, hereinafter referred to as "Clients," and ENVER W. PAINTER, JR., A Law Corporation, hereinafter referred to as "Attorney," whereby Clients retain and authorize Attorney with respect to Civil No. 01-00182 HG (U.S. District Court), Carol J. Nelson v. Alan Jones and Robert Alan Jones vs. Carol Nelson, Michael Cetraro, et al., hereinafter referred to as "Case," is as follows:

1. Clients hereby retain Attorney to represent Clients with respect to the Case. Attorney agrees to represent Clients, to diligently prosecute the Case, and to keep Clients informed as to the status of the Case. This Agreement applies to the Case only and not to any appeal thereof.
2. Clients hereby agree to pay Attorney the sum of \$200.00 per hour for such representation, \$60.00 per hour for paralegal/support staff, plus applicable taxes and costs.
3. Attorney will bill Clients monthly. Upon receipt of Attorney's monthly billing statement, Clients agree to pay for all costs incurred by Attorney on Clients' behalf in the course of such representations. Costs include, but are not limited to, filing and service fees, postage, photocopies, and all other costs deemed necessary by the Attorney for the investigation, preparation, and conduct of the Case, plus taxes applicable to any such costs.
4. In the event that any sum is not paid within thirty (30) days of the closing date of the monthly billing statement, Clients agree to pay a FINANCE CHARGE on the unpaid balance at the rate of ONE PERCENT (1%) PER MONTH from the closing date. The ANNUAL PERCENTAGE RATE of said FINANCE CHARGE is therefore TWELVE PERCENT (12%).
5. No part of the fees, taxes, or costs shall be contingent upon the outcome of the Case.
6. Clients agree that Attorney has made no promises or guarantees regarding the outcome of the Case. Clients understand that Attorney will investigate the Case and if the Case then does not appear to Attorney to have merit, Attorney shall have the right to terminate this Agreement. Attorney may terminate this Agreement for any breach of this Agreement by Clients.
7. Clients shall at all times cooperate in the preparation of the Case and shall keep Attorney informed of their addresses and phone numbers.
8. The Agreement may be terminated by Clients at any time upon reasonable written notice to Attorney actually received by him, at which time all fees, taxes, and costs shall



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become immediately due and payable.

9. Attorney is hereby given a lien in the claim or cause of action, on any sum that may be recovered by settlement or judgment, for the attorney's fees, taxes, and costs, then due and owing. Attorney shall have the general, possessory and/or retaining liens, and all the special and/or charging liens known to the common law. If Attorney brings suit to recover any unpaid fees or costs incurred by Client in this matter then Attorney shall be entitled to recover his costs and attorneys fees incurred.

10. Clients acknowledge that they have read this contract, received a copy of it, and agree to the terms and conditions stated in it. There are no other agreements or understandings of any nature whatsoever, oral or written, relating to the Case, between Clients and Attorney.

DATED: Honolulu, Hawaii,

August 31, 2001

  
ENVER W. PAINTER, JR., Attorney

  
CAROL J. NELSON, Client

  
MICHAEL CETRARO, Client

09-15-01

